

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPLICATION NO.330 OF 2018

Poonamchand Gulabchandji Jain and ors. : Applicants.
Versus
Govind Ghisaram Meghwal and anr. : Respondents.

Mr. A J Kenjale a/w Mr. Sohil Gulabani and Mr. Kaustubh Kawopile for the Applicants.

Mr. Ajay S Dubey for the Respondent No.1.

Mr. Deepak Thakare, PP, a/w Mr. R M Pethe, APP for the Respondent/State.

Mr. Pavan Bhingardive, API of MIDC Police Station, Rabale present.

**CORAM : R. M. SAVANT &
REVATI MOHITE DERE, JJ.**
DATE : 03rd AUGUST 2018

P.C.

1 The above Criminal Application has been filed for quashing and setting aside the FIR being C.R. No.I-30 of 2013 registered with the MIDC Police Station, Rabale on 01/06/2013 for the offences punishable under Sections 420, 465, 468 and 471 of the Indian Penal Code.

2 The cause for registering the said FIR by the first informant was the transaction by way of Deed of Assignment dated 19/11/2008 by which Deed of Assignment the rights in respect of the plot of land in the MIDC Industrial area were assigned to the Applicants herein. The gravamen of the

allegations in the FIR is as regards forgery of the documents in question, inasmuch as it is the case of the first informant that he has not signed the said documents and his signatures have been forged.

3 It is not necessary to dilate further on facts. The first informant i.e. the Respondent No.1 herein – Govind Ghisaram Meghwal has filed an affidavit dated 12/07/2018 and affirmed before Bidhu Panicker, Notary, Government of India which bears notarial registration No.5656 of 2018 in Book No.V. In the context of the relief sought in the above Criminal Application, paragraphs 3 and 4 of the said affidavit are material and are reproduced herein under :-

“3 I say that the Petitioners/Applicants and I have already filed a joint affidavit-cum-settlement terms in this Hon'ble Court dated 6.3.2018 agreeing to withdraw all allegations and complaints filed against each other. I say that as per the settlement, the Petitioners/Applicants had agreed to pay me Rs.25,00,000/- towards all my claims. I say that the Petitioners/Applicants have paid me Rs.10,00,000/- by way of two demand draft bearing No 833607 and 833608 dated 8.3.2018 for Rs.5,00,000/- each drawn on Oriental Bank of Commerce, Mulund Branch which was duly received and encashed by me. I further say that the Petitioners/Applicants have also forwarded me a cheque of Rs.15,00,000/- bearing No.109869 dated 10.4.2018 drawn on Oriental Bank of Commerce, Mulund Branch and the same is also encashed by me. I say that I have received an amount of Rs.25,00,000/- as agreed.

4 I say that as agreed, I am ready and willing to withdraw all my allegations claim against the Petitioners/Applicants and I say that I shall not claim any claim and/or right, title and interest of whatsoever nature in the Unomac Engineering Pvt. Ltd. And now I

am no way concerned and/or entitled to ask any claim, right, title or interest in the company of the Petitioners. I say that in view thereof and as per the consent affidavit filed by me and the Petitioners/Applicants in this Hon'ble Court and in view of the aforesaid amicable settlement, the Respondent No.1/Original Complainant has no objection if this Hon'ble High Court quashes the FIR dated 1.6.2013 bearing No.I-30/2013 registered with Rabale MIDC Police Station.”

Reading of the said paragraphs therefore discloses that the parties have settled their dispute as a result of which the first informant has been paid the amount of Rs.25,00,000/- which we are informed has been accepted by him in terms of the settlement.

4 The Respondent No.1 – Govind Ghisaram Meghwal is personally present in Court. He is identified by the learned counsel Shri Ajay S Dubey. He is also identified by his Aadhar Card bearing No.749171599278. When put in the box and queried, he states that he has been explained the contents of the affidavit dated 12/07/2018 which has been filed on his behalf. He further states that he has understood the contents of the said affidavit. He accepts the factum of Rs.25,00,000/- having been received by him in terms of the settlement arrived at between the parties. He further states that in view of the settlement between the parties, he is not desirous of proceeding with the FIR in question. He lastly states that he has filed the said affidavit of his own free will and volition.

5 The Petitioner No.1 – Poonamchand Gulabchandji Jain is also personally present in Court. He is identified by the learned counsel Shri A J Kenjale. He is also identified by his Aadhar Card bearing No.998973951764. When put in the box and queried he states that there is a settlement between the parties as a result of which the Respondent No.1 has been paid the amount of Rs.25,00,000/-. He assures the Court that in so far as the instant transaction is concerned, there would be no further dispute between the parties.

 The other Applicants are also personally present in Court. The Applicant No.2 is the son of the Applicant No.1. Applicant No.3 is the cousin of the Applicant No.1 and the Applicant No.4 is the son of the Applicant No.3. Hence all the Applicants are closely related. It is not necessary to record the statements of the other Applicants in view of the statement recorded of the Applicant No.1. However, the other Applicants also give assurance in the same terms as the Applicant No.1.

6 Having regard the affidavit filed by the Respondent No.1, the payment of Rs.25,00,000/- to him and the acceptance of the said payment by the Respondent No.1, the statements made by the Respondent No.1 and the Applicant No.1 when put in the box and queried, the same indicate that the parties have settled their dispute as result of which the Respondent No.1 is not desirous of proceeding with the FIR in question.

7 The above facts therefore indicate that no useful purpose would be served in continuing with the FIR in question. In the said context a useful reference could be made to the judgments of the Apex Court in the matter of Gian Singh V/s State of Punjab & Anr reported in (2012) 10 SCC 303 and Narinder Singh & ors v/s. State of Punjab & Anr reported in 2014 AIR SCW 2065.

8 The above Criminal Application is required to be allowed and is accordingly allowed and made absolute in terms of prayer clause (a). The above Criminal Application is accordingly disposed of.

9 We hope and trust that the dispute between the parties in respect of the plot of land in question stands settled. In the facts and circumstances of the present case, the Applicants to deposit costs of Rs.50,000/- with The Society for the Rehabilitation of Crippled Children (SRCC), Haji Ali, (Worli), Mumbai within six weeks from date. Receipt to be obtained and filed in the Registry of this Court. The Respondent No.1 also to deposit costs of Rs.25,000/- with the National Association of Blind, Worli, Mumbai within six weeks from date. Receipt to be obtained and filed in the Registry of this Court. It is only after the payment of costs, that the benefit of this order would enure to the Applicants. If the costs are not deposited as directed by the instant order,

then the benefit of this order would not enure to the Applicant and resultantly the above Criminal Application would be deemed to have been dismissed.

[REVATI MOHITE DERE, J]

[R.M.SAVANT, J]

Laxmikanth
Gopal
Chandan

Digitally signed
by Laxmikanth
Gopal Chandan
Date:
2018.08.27
17:23:06 +0530